



## Glossary

This glossary provides a guide to some of the words used in respect of the insurance policy. It is not definitive and should not be relied on as anything more than a guide. It is not a substitute for reading policy documents, such as terms and conditions or obtaining advice from appropriately qualified professionals.

**Policy** This is evidence of the contract of insurance. The policy includes the *policy wording, policy schedule* and any *policy endorsements*.

**Policy wording** This is a large document which contains the terms of the contract of insurance. It is very important to read this document to understand what the policy covers and what must be done if certain events occur which, for example, could result in a claim being made.

**Terms, conditions, warranties, conditions precedent,**

Terms are all the provisions of the contract of insurance.

Conditions are contractual obligations.

Warranties are promises or guarantees made about circumstances which can be relied upon.

Conditions precedent are obligations which must be fulfilled prior to the other party having to do something, in this policy, the insurer being liable for a claim.

These are complicated legal concepts and the advice of an appropriately qualified lawyer should be sought to understand these fully.

**Restrictions to cover / exclusions**

These are policy terms which set out what is not covered. These can restrict the scope of what is covered (for example risks which the insurer finds unacceptable) or set out circumstance in which cover will not be provided.

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Policy schedule	This is proof of your contract with the insurer. The document contains your details, the policy number or reference and often other details such as the dates the cover starts and ends and the maximum amounts the insurer will pay.
Policy endorsements	If an insurer wishes to change a term or condition which appears in the policy wording or on the policy schedule, rather than rewrite the wording, the insurer will issue an endorsement which sets out the changes.
Period of insurance	This is the time when the policy is in force. The start and end dates appear on the <i>policy schedule</i> . This policy is called a 'claims made' policy, which means that claims can only be made during the period of insurance.  <b>This is a defined term with specific meaning, set out below, for the purposes of the policy.</b>
Limit of indemnity	This is a maximum amount an insurer will pay in respect of valid claims in a single <i>period of insurance</i> . (In some policies there can be different limits of indemnity for different types of claim or for individual claims and the aggregate of all claims.) The cost of a claim may not reach this amount. It is a maximum limit.  <b>This is a defined term with specific meaning, set out below, for the purposes of the policy.</b>
Civil Procedure Rules	These are the rules which govern the legal process in the civil courts. They are quite lengthy and detailed.  One thing they do is restrict the amount of costs which a court can order someone to pay the opponent when they lose a legal action in the Intellectual Property Enterprise Court.
Costs	Legal costs are the amounts of money which legal representatives charge to act on a litigant's behalf along with disbursements which are sums that legal representatives pay to experts and advocates who assist with the legal action.  When a litigant wins their case they can ask the court to make the opponent repay the majority of costs they have had to pay their legal representatives and experts. If a litigant loses their case they may, therefore, have to pay their opponent's costs.
Legal Representatives	These are lawyers, often solicitors, who provide advice and representation during a legal action.

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Claim This is when an insured person needs to use the policy because of an infringement of their intellectual property.

Defined terms These are words or phrases which, when they appear in policy documents, have a special meaning, which is different from the ordinary meaning. The special meaning of each defined term is set out in the policy wording. They are used to make policy documents shorter and easier to read by avoiding the need to repeat explanations.

These are the defined terms from the ACID IP Insured policy:-



### **Insurer**

CIGNA Europe Insurance Company S.A.-N.V.

### **We/Us/Our**

Cigna Legal Protection which administers this insurance on the **insurer's** behalf. Cigna Legal Protection is a trading style of Cigna Insurance Services (Europe) Limited.

Legal Expenses Claims Department,  
Cigna Legal Protection,  
1st Floor, Chancery House,  
St Nicholas Way,  
Sutton, Surrey SM1 1JB.

Tel: 0845 070 5944  
Fax: 0845 070 5945

ANY NOTIFICATION OF A CLAIM OR CANCELLATION MUST BE  
ADDRESSED TO:

SYBARIS Legal & IP  
110 Fenchurch Street  
London  
EC3M 5JT

Tel 0207 204 0014  
Fax 0207 204 0019/20

### **Insured**

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The party which has completed a proposal and declaration and which is named as the insured on the policy schedule.

### **Intellectual Property Right**

Any **registered trade mark** or **registered design**, which is stated on the policy proposal form along with a description and registration number or **copyright / unregistered design** which has been stated on the proposal form along with a description and ACID Databank identification reference.

### **Registered Trade Mark**

A trade or service mark registered with the UK Intellectual Property Office or the Office of Harmonization for the Internal Market, insofar that such right is enforceable in the United Kingdom.

### **Registered Design**

A design right registered with the UK Intellectual Property Office or the Office of Harmonization for the Internal Market, insofar that such right is enforceable in the United Kingdom.

### **Copyright / Unregistered Design**

Copyright and unregistered design right applying to **copyright / design material** owned by the **insured** or of which the **insured** is the exclusive licensee, insofar that such right is enforceable in the United Kingdom and has, since inception of the policy, been and continues to be, protected by ACID Databank.

### **Copyright / Design Material**

Work of the type stated on the policy schedule. This can from be one of the following subcategories:-

- A. Literary works (not including software or databases)
- B. Computer programs
- C. Databases
- D. Artistic drawings or paintings (not including photographs)
- E. Photographs (not including TV or film)
- F. Designs and plans (not including maps)
- G. Unregistered design rights

### **Appointed Representative**

A solicitor, barrister, patent attorney or other appropriately qualified person selected in accordance with **(6) USING THE POLICY / UTILISING THE PROTECTION** c. Nomination of the Appointed Representative

### **Any One Claim**

All **legal actions** (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim.

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## Legal Action

An action seeking to enforce an **intellectual property right** in the **court** in respect of an infringement occurring or alleged to have occurred with the United Kingdom of Great Britain and Northern Ireland.

## Legal Expenses

### i) Own Costs

Any base costs and disbursements and taxes thereon reasonably and properly incurred by the **appointed representative**, for which the **insured** is liable, or by **us**, in connection with the **legal action** which are within the Scale Costs for Claims in the **court** as provided in Part 45 of the Civil Procedure Rules.

### ii) Opponent's Costs

The fully mitigated costs which the **insured** becomes liable for under a settlement made with another party with **our** prior written consent or by way of an award made by the **court** in the **legal action**.

(Attention is drawn to RESTRICTIONS TO COVER clause 6. below)

## Period of Insurance

The period of time for which cover is provided by this policy as specified in the schedule, subject to any earlier cancellation.

## Legislation

Any legislation quoted in this policy shall include any subsequent amendments or re-enactments of that legislation and any equivalent enforceable legislation.

## Court

Strictly limited to the Intellectual Property Enterprise Court of England and Wales.

## Excess

The amount specified in the schedule that the **insured** must bear in respect of **any one claim** under this policy following **our** consent to pay **legal expenses** being obtained before the **insurer** shall be liable to provide indemnity.

## Limit of Indemnity

The maximum liability of the **insurer** shall not exceed the amount shown in the schedule in respect the aggregate of all claims made during any one period of insurance.

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